

01/02/2015 – 01/01/2017

**City of Lincoln Park  
and  
Lincoln Park Administrators Association**

**January 2, 2015 – January 1, 2017**

## **AGREEMENT**

This Agreement entered into on January 2, 2015 between the City of Lincoln Park, Michigan, hereinafter referred to as the City and the Lincoln Park Administrator's Association, hereinafter referred to as the Association.

### **MANAGEMENT RIGHTS**

The Association recognizes the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which the City has not officially and specifically abridged, delegated or modified by this Agreement, are retained by the City and no part of this Agreement shall be in violation of the Charter of the City of Lincoln Park.

The Association recognizes the exclusive right of the City to establish reasonable work rules, determine reasonable schedules of work, determine and establish methods, processes and procedures by which such work is to be performed as well as set work standards. The City also reserves the right to make work assignments in emergency situations.

The right to appoint or reappoint under the Charter will not be abridged in any way, shape or form by this Agreement. Beyond that, the wages set forth in this Agreement will be for the individuals involved and not for the positions. The City retains the right to set wages for any new individual who may be hired and it will not be the subject of negotiations between the respective parties.

The right of the City to not fill a position, create a part time position or in any way exercise its rights and responsibilities is not in any way limited by the execution of this Collective Bargaining Agreement. The above recitation of rights is not meant to limit but merely to be illustrative of the retained rights of the City.

Nothing in this agreement will limit the right or the ability of the City to consolidate departments or consolidate or enter into agreements with other communities to provide the services set forth in this agreement whether through contract or otherwise or as otherwise authorized and encouraged under State Law.

Nothing in this Agreement will abridge the rights of the Emergency Manager or State under PA 436.

### **ARTICLE I - PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth with respect to salaries, hours and other conditions of employment, to promote orderly and peaceful labor relations in the mutual interest of the City and the Association.

**ARTICLE II - DEFINITIONS**

Because of the unique characteristic of their position, as used in this Agreement for benefit purposes only, a member will not include the City Attorney or Assistant City Attorney positions.

**ARTICLE III - WAGES**

The base pay will compensate for overtime, and no overtime will be accumulated for any members of this bargaining unit. On termination or retirement there will be no time off or payoff for overtime worked for members of this bargaining unit.

	<u>Salary</u>
Administrative Systems Manager	\$43,995.26
Director of Finance and Operations	\$63,500.00
Director of Public Services	\$71,000.00

The Director of Public Services will also receive a one time payment of \$1,000 if he obtains his Distribution System Drinking Water Certification S1 Level by December 1, 2015, with this deadline to be extended by mutual consent.

**ARTICLE IV - HOLIDAYS**

A member shall be entitled to a day off on the following paid holidays:

New Years Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day

A member shall be entitled to a day off on the following unpaid holidays:

Martin Luther King Day	Friday after Thanksgiving	Last working day before Christmas
President’s Day	Veteran’s Day	Last working day before New Years

The unpaid holidays will be spread over the course of the year resulting in a static deduction being taken each paycheck.

**ARTICLE V - IN LIEU OF OVERTIME**

In lieu of overtime, the City shall pay each unit member, payable the first pay date in October, six percent (6%) of their base salary each year. Eligibility for in lieu of overtime pay will require that a member be employed as of January of the calendar year in which payment is made. No pro-rata share of the in lieu of overtime amount will be paid if the member terminates before the October payment date.

## **ARTICLE VI - INSURANCE BENEFITS**

### **SECTION 1 – MEDICAL**

#### **ACTIVE EMPLOYEES:**

The City reserves the right to change these benefits at any time.

All employees shall have the option to receive Blue Cross Blue Shield Community Blue PPO Plan 4 health insurance with an office and chiropractic visit co-pay of \$20 and an emergency room co-pay of \$150 with a drug rider of \$10.00 generic and \$40.00 non-generic with MOPD2x. For a 90 day prescription, employee will be required to pay two co-pays. (Example: A 90 day supply of a generic drug would cost employee \$20.)

Members of this bargaining unit will pay 20% of the premium including taxes and fees per month for health insurance under this Article.

The City shall pay \$350.00 per month to those members who elect not to participate in any of the above mentioned medical insurance programs. Members can only re-enroll during the annual re-opening period unless there is a qualifying event.

#### **RETIREE MEDICAL:**

Retiree health care benefits are eliminated. No retiree health care will be provided by the City. Members will be eligible to participate in the City's retirement health care savings plan.

### **SECTION 2 – DENTAL**

The City shall pay the full monthly premiums on the City's dental plan being provided to all members. The City shall have the right to change the provider and benefits.

### **SECTION 3 – OPTICAL**

The City will pay the full monthly premium on the City's optical plan being provided to all members. The City shall have the right to change the provider and benefits.

### **SECTION 4 - LIFE INSURANCE**

The City shall pay the full monthly premiums on the life insurance policy of \$50,000 Term with \$50,000 Accidental Life & Dismemberment.

### **SECTION 5 - LONG TERM DISABILITY**

The City shall pay the full monthly premium on the City's long term disability plan being provided to all members.

**SECTION 6 – CHANGE IN INSURANCE PROVIDERS**

The City will have the right to utilize self insurance, wrap around plans and/or other carriers as long as similar benefits are provided. It also reserves the right to change benefits at anytime.

**ARTICLE VII - SICK LEAVE**

Sick Time is not vacation and may not be used for that purpose. Sick time is strictly for when the direct City employee is sick.

Sick leave shall be computed from the date of an employee's induction into service at the rate of eight (8) hours per month of service and credited to the employee's sick leave account in January of each year. Sick leave accumulation shall be limited to 520 hours.

**ARTICLE VIII - LEAVE TIME**

**SECTION 1 – VACATION**

Members shall be entitled to the following vacation schedule:

0 thru 4 years of service	10 days
5 thru 14 years of service	15 days
15 years and over	20 days

Accumulation of vacation time shall not exceed two years. Use of vacation may be limited by the City to just vacation time earned during one vacation cycle. Vacation must be approved by the member's supervisor in advance and may be denied subject to work load and other City priorities.

**SECTION 2 - PERSONAL TIME**

Each member shall receive ten (10) hours of personal time each calendar year, non accumulative and non compensable. Time must be taken in a minimum of 30 minute blocks.

**SECTION 3 - BEREAVEMENT LEAVE**

Members are allowed 5 days for the death of:

Current Spouse, Child, Parent, Brother, Sister

Members are allowed 3 days for the death of:

Father-in-law	Mother-in-law	Member of Household	Grandparent
Brother-in-law	Sister-in-law	Daughter-in-law	Niece
Son-in-law	Grandchild	Step Parent/Child	Nephew

Members are allowed 1 day for the death of:

Current Spouse's Brother-in-law	Aunt	Stillborn Child
Current Spouse's Sister-in-law	Uncle	
Current Spouse's Grandchild		

An additional one day shall be added to the above leaves, if in excess of a radius of 250 miles from Lincoln Park.

## **ARTICLE IX - TERMINATION BENEFITS**

At retirement as defined below, members shall be entitled to receive all earned vacation time and 50% of sick leave accumulation with a maximum payout of 240 hours of sick leave accumulation. For resignation, termination or layoff, members shall receive all vacation time but will not be paid for accumulated sick leave.

To be eligible for payment of termination benefits in case of retirement or resignation, the member must give a minimum of fourteen (14) calendar days notice to the City plus, at the City's request, provide up to five (5) days transition time giving on the job training to the member's replacement during the minimum fourteen (14) day notice period. Member's that fail to adhere to this provision shall not be eligible for payment of vacation time or sick leave accumulation.

In the event termination is due to a member's death, vacation leave shall be paid to his/her beneficiary, heirs or estate.

Retirement for purpose of termination benefits is defined as either 25 years of service and attainment of age 50 or 28 years of service regardless of age.

## **ARTICLE X – PENSION**

New pension or retirement benefits can be issued by the City at its sole discretion. Notifications to the employees will be provided. The Emergency Manager will attempt to have any revisions available by July 1, 2015.

Effective January 1, 2012, all Defined Benefit members were transferred to the Municipal Employees Retirement System (MERS). The employee pension contribution is 8.41% with a pension multiplier of 2.5%. The Administrative Services Agreement (ASA) is attached.

Members that were enrolled in the ICMA Defined Contribution Plan had the option of being transferred to the MERS Hybrid plan or remaining in the MERS Defined Contribution Plan. Any members hired after January 1, 2012, will be enrolled in the MERS Hybrid Plan. The Administrative Services Agreement (ASA) for both plans is attached.

V.E.B.A. / Section 125 Retiree Health Care

Employees shall be afforded the ability to be included in the city's retiree Health Care program. The city shall institute a VEBA / Section 125 account or other Health Saving Account to assist the employee throughout his/her career in funding retirement health care.

During the term of the employee's career the city will contribute 2% pre-tax of the percentage of employees earned income into the employee's VEBA / Section 125 account or other Health Savings Account provided to City Employees. The Employee may additionally contribute up to the maximum permitted by the IRS Code.

**ARTICLE XI – GENERAL**

**SECTION 1:**

This Agreement is subject to the laws of the State of Michigan with respect to powers, rights, duties, and obligations of the City and the Association and in the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided; therefore, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

**SECTION 2:**

The method of appointment of all members of this bargaining unit is specifically set forth in the Charter and is hereby incorporated by reference. This Agreement will not in any way modify the right of appointment of the City as spelled out in the Charter.

**ARTICLE XII - MISCELLANEOUS**

The City agrees not to have across the board evaluations, but retains its rights to evaluate and/or discipline, or engage in any other appropriate actions of members of this bargaining unit consistent with the rights and responsibilities of the Mayor and Council.

**ARTICLE XIII - REOPENER**

In accepting their appointment, all members understand that their wages and benefits, including all insurance benefits, are subject to economic reopener based the powers inherent in Public Act 436 and the City's review of its economic situation and negotiations with its other Bargaining Units. Should across the board wage reductions and/or reduction in insurance or other benefits be agreed to by other City Bargaining Units, those reduction may automatically apply to the Department Heads.

**ARTICLE XIV - DURATION**

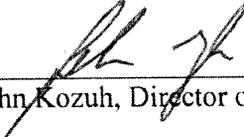
This Agreement shall be effective January 2, 2015 and shall remain in full force and effect to and including January 1, 2017. The parties agree that commencing no later than October 1, 2016, they will undertake negotiations for a new Agreement for a succeeding period.

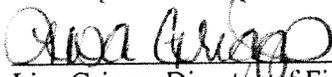
In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect, pending agreement upon a new contract, reopening clause by mutual agreement or termination by either of these parties upon fourteen (14) days written notice.

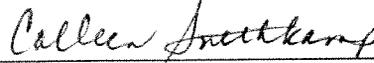
**CITY OF LINCOLN PARK**

  
\_\_\_\_\_  
Brad Coulter, Emergency Manager

**LINCOLN PARK ADMINISTRATORS  
ASSOCIATION**

  
\_\_\_\_\_  
John Kozuh, Director of Public Services

  
\_\_\_\_\_  
Lisa Griggs, Director of Finance and Operations

  
\_\_\_\_\_  
Colleen Snethkamp, Administrative Systems Manager

**ADDENDUM TO ADMINISTRATORS ASSOCIATION AGREEMENT**

The City and the Administrators Association Agreement is amended as follows:

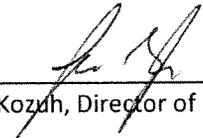
1. Effective November 23, 2015, members will pay for their unpaid holidays as they occur. A vacation or personal leave day may be used to get paid for any unpaid holiday at their discretion.
2. Effective March 1, 2015, the City will contribute 2% of base salary to a health savings plan for those individuals who are not previously provided same and no longer have retiree healthcare coverage;
3. Maximum accumulation: The maximum sick time bank will be 480 hours. Said time in excess of 480 hours will automatically be contributed to the member's HCSP or HSA or other vehicle established to provide for retiree healthcare. Members of the bargaining unit will be allowed to rollover any excess accumulated into their healthcare savings plan to the extent authorized by law. Additionally, at the next rollover date, members of the bargaining unit may be able to rollover any time as of January 1, 2016.

FOR THE CITY OF LINCOLN PARK:

  
\_\_\_\_\_  
Brad Coulter, Emergency Manager

FOR THE ADMINISTRATORS ASSOCIATION:

  
\_\_\_\_\_  
Lisa Griggs, Finance Director

  
\_\_\_\_\_  
John Kozuh, Director of Public Services

  
\_\_\_\_\_  
Colleen Snethkamp, Administrative Systems Manager

DATED: 11/23/15